



**CITY OF OAKLAND PARK**

**INVITATION TO BID**

**ITB# 041521**

**HVAC Maintenance and Repair**

CITY OF OAKLAND PARK  
FINANCIAL SERVICES/PURCHASING DIVISION  
3650 NE 12 AVE  
OAKLAND PARK, FL. 33334  
PHONE: 954-630-4257  
FAX: 954-630-4265  
E-MAIL: [maggiet@oaklandparkfl.gov](mailto:maggiet@oaklandparkfl.gov)

## **SECTION I      INSTRUCTIONS TO BIDDERS**

1. **GENERAL:** For information concerning procedures for responding to this Invitation to Bid (ITB), refer to the title page of the document for contact information, such contact is to be for procedure clarification purposes only. Bid documents are available for download via DemandStar.com. **Vendors who obtain specifications and plans from sources other than the City or DemandStar.com are cautioned that the bid package may be incomplete. All addendums, tabulations, and awards will be posted and disseminated by DemandStar.**
2. **ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES AND ADDENDA:** Requests for additional information or questions, must be made in writing, to Maggie Turner, Purchasing Manager, via e-mail at [maggiet@oaklandparkfl.gov](mailto:maggiet@oaklandparkfl.gov) Requests must be made prior to the deadline as listed in the timeline section of this ITB. Additional information will only be transmitted via a written addendum.
3. **PRICE:** The price is to include the furnishing of all materials, equipment, tools, utilities, acquisition of all permits, approvals, authorizations, certificates, including applicable taxes, all items or matter for which the bidder is responsible for herein and all facilities and the performance of all labor and services, necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents.
4. **INSURANCE REQUIREMENTS:** The bidder will be required to furnish evidence of the following insurance coverage by a licensed Florida Company that has at least a "BEST" rating of "A".
  - A. Without limiting any of the other obligations or liabilities of proposer, bidder will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverage set forth herein.
  - B. Workers compensation insurance to apply for all employees of the contractor, sub contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include: Employers' liability with a minimum limit of one hundred thousand dollars (\$100,000) each accident.
  - C. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability;
  - D. Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability;
  - E. Business automobile liability with minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limits for bodily injury liability and property damage liability.
  - F. The City is to be expressly included as an "Additional Insured" in the name of "City of Oakland Park" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.
  - G. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty–

days (30) notice of cancellation and/or restriction.

5. PROOF OF CARRIAGE OF INSURANCE: The bidder will furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract.
6. BIDDER'S EXPERIENCE RECORD: The City will have the right to investigate the financial condition, experience record, and equipment of each bidder and determine to its satisfaction the competency of each to undertake the project. The bidder will submit documentation concerned with the past performance and integrity of a contractor/developer. Accordingly, bidder should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or state regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the contractor/developer.
7. TERM OF AGREEMENT: The initial Contract shall be in effect from the date of Commission award for two (2) years. The City shall have the option of renewing the contract for two (2) additional two (2) year periods, at mutually acceptable terms, conditions and pricing. Award of any contract is contingent upon appropriation of sufficient budgeted funds.  
In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.
8. CONTRACT AWARD : The City anticipates entering into a contract with the Bidder who submits the bid judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.  
  
The Bidder understands that this ITB does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until bids are reviewed and accepted by appointed staff, the best bid has been identified, and an agreement has been approved, and executed by parties the appropriate level of authority within the City.
9. ANNUAL APPROPRIATION OF FUNDS: Any Contract issued is conditional upon the City appropriating funding to implement the contract annually (if applicable).
10. VENUE: Any agreement resulting from this ITB shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.
11. POSTPONEMENT OF DATE FOR SUBMITTING BIDS: The City reserves the right to extend the date for the receipt of bids and will give ample notice of any such postponement to each prospective bidder.
12. RIGHT TO WAIVE AND REJECT: The City Commission, in its absolute discretion, may reject any bid of a bidder that has failed, in the opinion of the Commission, to complete or perform

a City of Oakland Park contracted project in a timely fashion or has failed in any other way, in the opinion of the Commission, to perform a prior contract in a satisfactory manner, and has directed the City of Oakland Park Purchasing Manager to emphasize this condition to potential proposers.

The City of Oakland Park City Commission reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable State contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the City.

The City Commission specifically reserves the right to reject any conditional bid and will normally reject those which made it impossible to determine the true cost of the bid.

13. **DISQUALIFICATION OF BIDDERS:** Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of its bid:

- A. More than one bid for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.
- C. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the City until such participant shall have been reinstated as a qualified bidder.
- D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of bids.
- F. Default under previous contract.

14. **NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT** Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility. Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

15. DOMESTIC PARTNER BENEFITS REQUIREMENT: Effective November 7, 2012, Ordinance 2012-28, an ordinance requiring City contractors to provide equal benefits for domestic partners, was passed. The ordinance requires that all Contractors, with 25 or more employees contracting with the City of Oakland Park in an amount over \$100,000 provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses and the children of spouses, with certain exceptions as provided by the ordinance.
16. PUBLIC RECORDS: The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
  - C. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**Renee M. Shrout, CMC  
City Clerk  
City of Oakland Park  
3650 NE 12th Avenue  
Oakland Park, FL 33334  
954-630-4298  
renees@oaklandparkfl.gov**

17. INDEMNIFICATION: The Proposer will indemnify and save harmless the City and Broward County, its officers, agents and employees, from or because of any injuries or damages received or sustained by any person or persons during or because of any operations connected with the design,

planning, investigation or construction of this project; or, by or in consequence of any intentional act, negligence (excluding negligence of City), concerning the same; or by use of any improper materials, design, work, construction or by or due to any act or omission of the said Proposer or its subcontractor, agents, servants or employees. The Proposer agrees to indemnify and save harmless the City from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the City due to any claims, fees, royalties or costs for any invention, copyright, or patent, and from any and all suits and actions that may be brought against the City for the infringement of any and all patents and rights claimed by any person, firm or corporation.

The indemnification provided above will obligate the Proposer to defend, at its own expense, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the City that may result from the operations and activities under this contract whether the activities are performed by the Proposer, contractors, subcontractors or by anyone directly or indirectly employed by any of them.

18. **TAXES:** The Contractor will pay all applicable sales, consumer use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.
19. **DEFINITION:** All references to Proposer will include the Contractor and all references to the Contractor will include Proposer.
20. **TERMINATION FOR CAUSE:** Any misrepresentation by the Proposer of its ability to perform the work described in this ITB places the Proposer in default and shall be just cause for termination of the contract. In such case, the City may award the contract to the next lowest responsible Proposer who can demonstrate the ability to perform the work, for the remainder of the contract period, or may rebid as the City may decide. In the event of such default and termination, any completed services performed by the Proposer under the agreement shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of agreement by the Proposer, and the City may withhold any payments to the Proposer for the purposes of set-off until such time as the amount of damage due to the City from the Proposer can be determined.
21. **TERMINATION FOR CONVENIENCE:** The City may terminate the contract, in whole or in part at any time for any reason by giving 30 days prior written notice, when it is in the best interest of the City. If the contract is terminated by the City, as provided herein, the Proposer will be paid for the work completed as of the date of termination. Upon receipt of the notice of termination issued under this section, the Proposer shall discontinue all work, cease any deliveries, shipment or carriage of goods, and make available to the Project Manager any and all reports, data, specifications, photos, estimates, summaries, and information as are required by the contract.

22. **LOCAL PREFERENCE:** Effective February 7, 2018, Ordinance 2018- 001 established a local business preference in City Contracting in certain instances. Local business is defined as one that has a valid occupational license issued by City of Oakland Park or business tax receipt issued at least one year prior to bid or proposal opening to do business and that authorizes the business to provide the goods or services or construction to be purchased and a physical business address located within the City limits of Oakland Park, in an area zoned for the conduct of such business from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to Oakland Park. Post office boxes are excluded for the purpose of defining a physical address and businesses with outstanding liens, fines, or other violations with the City are ineligible.

Vendors intending their bid or proposal submission be considered under the provisions of local preference, should it apply, must identify themselves, in writing, as a local business in any response to competitive solicitations submitted to the City.

23. **SCRUTINIZED COMPANIES LIST FLORIDA STATUTE 287.135:** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

24. **E-VERIFY:** Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

25. ITB PROCESS TIMELINE: The anticipated timeline for this ITB is as follows. All dates are tentative and subject to change.

|                                       |                    |
|---------------------------------------|--------------------|
| ITB Released                          | 03/25/21           |
| Last date for submission of questions | 04/07/21 (4:00 PM) |
| Addendum issued (if necessary)        | 04/08/21           |
| Bids due                              | 04/15/21 (2:30 PM) |

26. BID SUBMISSION DEADLINE AND OPENING Sealed bids will be received by the City Clerk's Office, City of Oakland Park, 3650 NE 12 Ave., Oakland Park, Florida until 2:30 PM, EDT, April 15, 2021. The bids will be opened and read aloud shortly thereafter. One (1) electronic flash-drive copy, one (1) original and two (2) copies of bids must be presented in a sealed envelope and identified with the following information: **"HVAC Maintenance and Repair ITB#041521"**. The City of Oakland Park reserves the right to reject any or all bids, to waive any informalities or irregularities in any bids received, to re-advertise for bids, to award only portions of the project, to award to multiple contractors, or take any similar actions that may be deemed to be in the best interests of the City.
- Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation. If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.



## **SECTION II SCOPE OF WORK/ SPECIFICATIONS**

The intent of this bid is to establish a contract with one ( or more) qualified and licensed in Broward County, HVAC contractor(s) capable of providing the full spectrum of services consisting of maintenance, repair and replacement of the heating, ventilating, air conditioning systems, subsystems, and components normally considered as part of an HVAC system and required for the proper functioning of that system according to standard industry practices and usage. The successful bidder shall provide all labor and materials to inspect, install replacement parts, maintain and service HVAC systems at City facilities. The Contractor will also be required to provide labor and materials for the installation of new systems and equipment. The Contractor may also be requested to provide information relating to HVAC equipment and supplies, and / or the installation of them.

### **SCOPE OF SERVICES**

Compensation for general and emergency repairs to the systems will be on a time and material basis. The contractor must be capable of making repairs or replacing equipment such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters, valves or other appurtenances used to control the temperature, humidity, and air flow. Electrical lines, mechanical and control components are included. The contractor shall furnish all labor, equipment, parts, and materials, to maintain and operate the respective HVAC systems in first class working order and operating condition. The contractor shall provide the necessary transportation, materials, and equipment to fulfill the terms of the contract

**General Repairs:** Bidders are required to provide pricing for standard labor hours, evening and weekend labor hours, and holiday labor hours for the performance of repairs that are necessary to ensure that the heating, ventilating, and air conditioning systems operate in accordance with the manufacturer's specifications.. Bidders must also provide a mark-up percentage factor that they would apply to the cost of repair parts in determining the City's cost for the repair parts. General Repair estimates are to include time and material charges and must be approved in advance by designated City personnel. Providing additional repair services, modifications, project work and new installations are included in the scope, on an as needed basis. Repair estimates for additional or emergency repairs are to include time and materials charges and must be approved in advance by designated City personnel.

The Contractor shall respond within two hours to all requests for emergency service initiated by the City. Failure to respond to such requests for emergency service within this time frame may be deemed cause for the assessment of liquidated damages and/or termination of the contract. If, upon inspection of required work, the Contractor determines that any system shall require such services as to render the system out of commission and/or inoperable for a period exceeding eight (8) hours, the Contractor shall be responsible for notifying designated City personnel and for providing an estimate of when repairs will be completed.

If City personnel determine that work completed by the Contractor is not properly completed and / or in accordance with City building codes, such work shall be replaced and/or otherwise corrected to the complete satisfaction of the City. Such corrective action or replacement of defective materials shall be performed at no additional cost to the City.

Upon completion of all work, the Contractor shall ensure that the work site is restored to a safe and clean condition. This also includes restoration of any demolition deemed necessary by the contractor and agreed upon by the City to complete the repair or service.

**Replacement Parts :** The City will pay for all parts furnished under this contract. Only Original Equipment Manufactured (OEM) parts may be utilized, unless authorized by appropriate City personnel. The bidder shall submit a percentage charge, if applicable, to add to the Contractor's net cost for materials supplied. **Contractor shall provide a copy of the supplier's invoice for all materials ordered along with the Contractor's invoice for services.**

**Work Scheduling :** The Contractor shall endeavor to complete all requested work during normal working hours, which are 8:00 AM to 5:00 PM, Monday through Friday, without the necessity of overtime labor. If it is determined that work cannot be completed during these hours, the Contractor shall provide such information to authorized City personnel with a request to authorize such overtime labor.

**Authorization must be received prior to commencement of such overtime work.**

**Liquidated Damages:** Failure of the contractor to respond to emergency calls in the two -hour time frame specified or to not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages. If the Contractor fails to perform the services within the time specified in the contract, or if the actual services performed are only partially completed, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to charge of \$250 per event as fixed, agreed, and liquidated damages. Deductions can be and will be applied to any outstanding invoices. Such deductions will continue until said service is properly performed or the contract is cancelled. These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein above set id not intended to be, nor shall be deemed to be, in the nature of the penalty.

**Warranty:** The Contractor shall guarantee all materials and workmanship for a period of not less than one year.

### **SECTION III – BID DOCUMENTS**

1. Bid Submission Statement
2. Pricing Sheet
3. Sworn Statement Regarding Public Entity Crimes
4. Non-Collusion Affidavit
5. Domestic Partnership Certification Form
6. Scrutinized Companies Certification Form
7. E-verification Form
8. References

## **BID FORM**

The undersigned hereby declares that after examining the Bid Documents, does hereby submit a response and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the ITB.
- c. She/He has fully read and understands the ITB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

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Authorized Signature

---

Printed Name & Title

---

Company Name

---

Company Address

---

City, State, Zip Code

---

Date

---

Phone Number

---

E-mail Address

Note: Business documents attesting to the authority of the above signor to commit the firm to this bid must be available for review at the City's request.

Bidder understands that the City may inspect any equipment and related materials prior to the start of any preparatory or application procedures to insure full compliance with the attached specifications. The City also retains the right to conduct a confirming inspection at any time during the project and to stop the contractor from performing any activities pending the resolution of any non-conformance issues.

### **Pricing Sheet**

Bidders are required to provide pricing for standard labor hours, evening and weekend labor hours, and holiday labor hours for the performance of repairs that are necessary.

Hourly labor rate: \$ \_\_\_\_\_ Standard hours, Monday – Friday , 8 AM – 5 PM

Hourly labor rate: \$ \_\_\_\_\_ After hours / evenings / weekends

Hourly labor rate: \$ \_\_\_\_\_ Holidays

Parts / Materials

Cost plus \_\_\_\_\_ % mark-up on parts and materials

Contractor shall provide a copy of the supplier's invoice for all materials / parts ordered along with the Contractor's invoice for services

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF \_\_\_\_\_ COUNTY \_\_\_\_\_

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Bidder \_\_\_\_\_

Business address \_\_\_\_\_

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

**Please mark the appropriate paragraph below:**

\_\_\_\_\_ Neither the bidder, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement

\_\_\_\_\_  
Bidder's Signature

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(affix seal)

\_\_\_\_\_  
Notary Public Signature

**NON-COLLUSION AFFIDAVIT**

By submission of this affidavit, the bidder certifies that this price is made independently and free from collusion. Bidder shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the bidder's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Oakland Park Code of Ordinances.

NAME

RELATIONSHIP

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NONE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

(affix seal)

\_\_\_\_\_  
Notary Public Signature

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**  
THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL  
FOR CONTRACTOR TO BE DEEMED RESPONSIVE

The Contractor, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for City contractors to provide equal benefits to domestic partners", and certifies the following:

**(Please check only one below)**

- ☐ 1. The Contractor currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Contractor will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Contractor will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award
- ☐ 4. The Contractor does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

**(Please check only one below)**

- ☐ The Contractor's price bid for the initial contract term is \$100,000 or less
- ☐ The Contractor employs less than twenty-five (25) employees
- ☐ The Contractor does not provide benefits to employees' spouses or spouses' dependents
- ☐ The Contractor is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Contractor is a government entity
- ☐ The Contractor cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation \_\_\_\_\_, and attach explanation of its applicability.

I, \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Title) (Contractor)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



**DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_, to me personally known \_\_\_\_ or produced identification \_\_\_\_

type of identification produced: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print name of Notary Public

**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135 (Scrutinized Companies)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Company Name

certify that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and  
2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
TITLE

Must be executed and returned with attached proposal to be considered.

## **E-VERIFY FORM**

### Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **EXPERIENCE/REFERENCES**

The following is a listing of references the contractor has supplied services to, with in the past five years. Please provide name and current contact information for references.

|                                  |                                |
|----------------------------------|--------------------------------|
| NAME OF AGENCY                   |                                |
| CONTACT PERSON &<br>PHONE NUMBER |                                |
| PERIOD OF SERVICE                | FROM:                      TO: |

|                           |                                |
|---------------------------|--------------------------------|
| NAME OF AGENCY            |                                |
| CONTACT PERSON &<br>PHONE |                                |
| PERIOD OF SERVICE         | FROM:                      TO: |

|                                  |                                |
|----------------------------------|--------------------------------|
| NAME OF AGENCY                   |                                |
| CONTACT PERSON &<br>PHONE NUMBER |                                |
| PERIOD OF SERVICE                | FROM:                      TO: |

References may be attached separately.